

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE N/A		PAGE 1 OF 7 PAGES		
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 01 SEP 27		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
DEPARTMENT OF THE ARMY U.S. ARMY ENGINEER DISTRICT, SACRAMENTO SACRAMENTO, CALIFORNIA 95814-2922				DISTRICT ENGINEER U.S. ARMY ENGINEER DISTRICT, SACRAMENTO 1325 J STREET SACRAMENTO, CALIFORNIA 95814-2922 ATTN: CONTRACTING DIVISION			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(✓)		9A. AMENDMENT OF SOLICITATION NO.	
		X		DACW05-01-B-0005	
				9B. DATED (SEE ITEM 11) 25 SEP 2001	
				10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A	
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13) N/A	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
NAPA RIVER FLOOD PROTECTION PROJECT, DEMOLITION FOR CONTRACT 1B AND 2 EAST
NAPA RIVER, CALIFORNIA

1 ENCL

1) REVISED PAGES: SF 1442 (2 PAGES), PRICING SCHEDULE PAGE 5 00100-42, 00700-156 & 157 .

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE
30-105-02
STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243
USAPPC V2.00

SOLICITATION, OFFER, AND AWARD*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
*(4 copies unless otherwise specified)***ITEM**25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.



29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

SECTION 00010 Solicitation Contract Form

PRICING SCHEDULE

LINE ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
0001	ASBESTOS AND LEAD ABATEMENT				
0001AA	VAT-MASTIC	25,000*	SF	\$_____	\$_____
0001AB	TSI	14,000*	LF	\$_____	\$_____
0002	LEAD BASED PAINT STABIZATION, SCRAPE LEAD PAINT	15,000*	SF	\$_____	\$_____
0003	DEMOLITION AND REMOVAL OF STRUCTURES, UTILITIES, AND OTHER ITEMS AS INDICATED IN THE PLANS AND SPECIFICATIONS NOT INCLUDING ITEMS A THROUGH D LISTED BELOW (EXCLUDING WORK ON PLAN SHEETS C-5, C-6, C-14 AND C-15)	1	JOB	LUMP SUM	\$_____
0003AA	REMOVAL OF ASPHALT PAVEMENT WITH BASE COURSE	27,050*	SY	\$_____	\$_____
0003AB	REMOVAL OF REINFORCED CONCRETE	1,250*	SY	\$_____	\$_____
0003AC	REMOVAL OF CHAIN LINK FENCE	6,850*	LF	\$_____	\$_____
0003AD	REMOVAL OF ABANDONED VEHICLES	60	EA	\$_____	\$_____
0004	DEMOLITION AND REMOVAL OF STRUCTURES, UTILITIES, AND OTHER ITEMS AS INDICATED IN THE PLANS AND SPECIFICATIONS SHOWN ON PLAN SHEETS C-5, C-6, C-14 AND C-15) NOT INCLUDING ITEMS A THROUGH D LISED BELOW	1	JOB	LUMP SUM	\$_____
0004AA	BORROW MATERIAL FOR BACKFILL	18,900*	CY	\$_____	\$_____
0004AB	REMOVAL OF ASPHALT PAVEMENT WITH BASE COURSE	15,000*	SY	\$_____	\$_____

Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **260** calendar days after receipt of notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 I LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,150 for each calendar day of delay of each separate part or stage of the work.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the

after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

52.236-5000 PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION (MAR 1995)

Should this contract be terminated as provided in clause EFARS 52.232-5001 because of the failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS (DEC 1995)

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a termination settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment or groups of similar serial or series equipment need not be available in the Contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the Contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the Contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

52.0211-4851 SPECIAL CONSTRUCTION PROCEDURES (OCT 1992)

The Contractor's attention is also directed to Section: GENERAL REQUIREMENTS, paragraph: SPECIAL CONSTRUCTION PROCEDURES.

52.0211-4852 PERFORMANCE PERIOD (OCT 1992)

The Contractor shall complete the entire work ready for use not later than the number of calendar days after the date of receipt of Notice to Proceed as set out in the Completion Schedule below (calendar days are not to be added together):

Completion Schedule:

Calendar Days After

Description

Date of Receipt of
Notice To Proceed

(1) Asbestos & Lead Abatement; Demolition & Removal of Structures, Utilities & Other Items, Regrading & Reseeding 170 days

(2) Seed Establishment Period**260 days**

52.0211.4853 WORK DAYS AND HOURS (APR 1992)

The normal work days and hours for this project will be Monday through Friday, excluding federal holidays, from 6:00 a.m. to 6:00 p.m. Access to the work site may be restricted to these hours and days. Work during other than normal hours and days must be coordinated in advance with the Administrative Contracting Officer.

52.0215-4101 ALTERNATE STRUCTURED APPROACH TO WEIGHTED GUIDELINE METHOD FOR CONSTRUCTION CONTRACTS (EFARS 15.973-100) (MAY 1995)

The following alternate structured approach shall be used for all fixed-price construction contract actions.

<u>Factor</u>	<u>Rate</u>	<u>Weight</u>	<u>Value</u>
Degree of risk	20		
Relative difficulty of work	15		
Size of job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
Total	100%		

Based on the circumstances of the procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. "Value shall be obtained by multiplying the rate by the weight. The Value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement. The profit percentage should be multiplied by the total contract costs, including general and administrative costs.

(1) Degree of risk. Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items shall generally have a higher weight than unit price items; other things to consider include the nature of the work and where it is to be performed. Consider the portion of the work to be done by subcontractors, amount and type of labor included in costs, whether the negotiation is before or after performance of the work, etc. Modifications settled before the fact have much greater risk than those settled after the fact. A weight of .03 is appropriate for after the fact equitable adjustments and/or settlements.

(2) Relative Difficulty of Work: If the work is difficult and complex, the weight should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some other things to consider are the nature of the work, by whom it is to be done (i.e., subcontractors, consultants), what is the time schedule.

(3) Size of Job. Work of \$100,000 or less shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05. Work from \$5,000,000 to \$10,000,000 shall be weighted at .04. Work in excess of \$10,000,000 shall be weighted at .03. It